

TRACKTİK ADDENDUM FOR PAYROLL SERVICES

This TrackTik Addendum for Payroll Services (“**Addendum**”), supplements the Agreement consisting of the TrackTik Terms of Service and the applicable Order Form(s) between the TrackTik entity and the Customer listed on the Order Form (“**TrackTik**” and “**Customer**” respectively).

This Addendum sets forth additional terms and conditions for Customer to receive certain payroll services as set forth on an Order Form (“**Payroll Services**”), that will be provided by Paycor, Inc., (“**Paycor**”), on behalf of TrackTik. Terms defined in the Agreement shall have the same meaning when used in this Addendum unless otherwise defined herein.

- Customer acknowledges that TrackTik and/or its service providers will perform certain due diligence checks prior to performing Payroll Services and reserves the right, in its sole discretion, to decline to perform Payroll Services based upon the due diligence process.
- Customer agrees to: (a) execute such documents and provide such information as shall be required by TrackTik to enable TrackTik to provide the Payroll Services selected by Customer; and (b) provide to other third-party service providers, such agreements, documents and information as shall be required by the other third party service providers to perform the other third party services.
- Customer agrees to maintain such bank accounts as shall be required to maintain sufficient funds as necessary to timely satisfy Customer’s payroll and tax obligations and permit Paycor to debit (including by way of ACH debit or reverse wire) Customer’s designated bank account(s), or in the alternative, Customer shall wire payment obligations to Paycor in order to fund all of Customer’s payroll and tax obligations. In the event that sufficient funds are not available (“**NSF Event**”), Customer agrees to promptly cure any such NSF Event and to pay to Paycor on demand the amount of any unfunded items including, without limitation, any debit returned due to an NSF Event or uncollected funds or for any other reason. Paycor (as TrackTik’s third party service provider) shall be permitted to retain deposits to offset any amount owed from Customer to Paycor.
- Customer agrees: (a) to timely supply accurate and complete data; and (b) that it is responsible for updating and maintaining the completeness and accuracy of all data. In the event that Customer error creates the necessity to reprocess a payroll or create other adjustment processes, Customer agrees to pay for the cost of reprocessing such payroll and/or correcting such error. Customer will notify TrackTik and Paycor of any errors promptly upon discovery.
- Customer agrees to comply with all applicable laws and governmental regulations and to maintain any consent necessary for Customer to use third-party services.
- Customer acknowledges that TrackTik and its third-party service providers act solely as service providers and do not render legal, tax, benefit, accounting or investment advice in connection with the provision of the Payroll Services.
- Customer will not rely upon the Payroll Services to act as a record keeper.
- Customer consents to TrackTik providing Customer Data to third party service providers as a provider of services and, to the extent that Customer uses services of a third-party partner of Paycor, Customer consents to Paycor’s transfer of data to and from certain designated third party partners. Customer is responsible to verify that the data is received by a third-party partner of Paycor.
- Individuals with Paycor credentials may not disclose Paycor credentials, authorize any other person to use their Paycor credentials or otherwise grant access to Services. Customer may: (a) only use the Payroll Services for its own internal business operations; and (b) not use the Payroll Services for any other purpose including, without limitation, for time-sharing, outsourcing or service bureau use
- Customer acknowledges that Affordable Care Act (“**ACA**”) Payroll Services: (a) may be provided by a third party service provider; and (b) rely upon data provided by or on behalf of Customer to Paycor and that as a condition to receiving ACA Payroll Services, Customer will be required to execute and provide to such ACA Service

Provider(s) such agreements, documents and information as shall be required by the ACA Service Provider(s) to perform the ACA Payroll Services on behalf of Customer.

- Customer acknowledges that Paycor is an intended third party beneficiary of the Agreement. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN ADDITION TO ANY DISCLAIMER IN THE AGREEMENT, PAYCOR DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PAYROLL SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY STATUTORY WARRANTIES OF NON-INFRINGEMENT AND ALL SERVICES ARE PROVIDED "AS IS".
- In addition to any exclusion of damages and limitation of liability provisions in the Agreement, Paycor's liability to Customer shall in no event exceed average fees paid by Customer for the Payroll Services in the twelve (12) months preceding the event giving rise to the claim for liability. IN NO EVENT SHALL TRACKTIK OR PAYCOR BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR OTHER DAMAGES OF ANY SORT (INCLUDING LOST PROFITS, LOST REVENUE, LOST INCOME, OR ANY REVENUE ARISING FROM LOSS OF ANTICIPATED BUSINESS) NOT SPECIFICALLY PROVIDED FOR HEREIN AS A RESULT OF THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THE AGREEMENT, EVEN IF TRACKTIK OR PAYCOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, AND EVEN IF SUCH DAMAGES WERE OR SHOULD HAVE BEEN FORESEEABLE.
- To the extent TrackTik provides Customer access to use a third party provider's software as part of the Payroll Services ("**Payroll Software**"), TrackTik will grant Customer a limited non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Payroll Software as part of the Payroll Services and only for its own internal business operations and solely for the purposes of inputting and providing certain data for the third party provider to provide the Payroll Services. Customer shall not: (a) change, copy, modify, reverse engineer, disassemble, decompile or otherwise attempt to derive the source code of the Payroll Software; (b) sublicense the Payroll Software; or (c) use the Payroll Software for time-sharing, outsourcing or service bureau use.

Customer acknowledges and agrees that the Payroll Software, and any modifications, customizations, updates, add-ons and interfaces (including APIs) thereof or thereto are, and shall at all times remain, the property of TrackTik (and, if and as applicable, any third parties which have granted TrackTik the right to license the same). No implied licenses nor any other right, title or interest to the Payroll Software are granted.

- All disputes arising shall be governed by the laws of the Delaware and the exclusive jurisdiction shall be in the state and federal courts located in the Delaware.
- Customer agrees to execute any consents and authorizations as may be needed by Paycor to further Paycor's third party service provider's ability to provide third party services.
- Paycor provides certain Payroll Services through its third-party providers. If Customer wants any of the below listed Payroll Services that are provided by a Paycor third party provider ("**Provider**"), the following provisions, as applicable shall apply and be a part of this Addendum:

Benefits: Customer shall be responsible for complying with the rules and requirements of all health care plans, flexible spending accounts, health savings accounts, and other benefit plans offered by Customer to its employees. If Customer subscribes to benefits administration services ("**Benefits Administration Services**"), Customer: (i) consents to data transmissions by the Provider to and from bswift, LLC; (ii) will review any and all reports received from Customer's health insurance carriers and fund managers including, without limitation, error reports; (iii) will fully cooperate with Provider and Customer's health insurance carriers and fund managers to resolve all error reports; and (iv) will use the Provider software to document, update, and correct health information of Customer's employees as the sole source of data transmitted by Provider in connection with the Benefits Administration Services. It is Customer's responsibility to verify the accuracy and completeness of all health information maintained in the Provider software and supplied to Provider in connection with the Benefits Administration Services.

Analytics: “Analytics” is a people analytics and workforce planning solution that provides Customer’s human resources leaders with answers to pre-built questions across human resource and business topics. If Customer subscribes to Analytics services, Customer represents and warrants that, during the term of this Agreement: (i) it has all necessary right and licenses to Customer Data for use by Provider in providing Analytics; and (ii) such necessary consents, permissions, and assurances from its employees to provide Customer Data to Provider and its third-party analytics provider, and permits the collection, transfer to and processing of Customer Data by Provider for the purposes contemplated under this Agreement.

W2 Export Services: Customer acknowledges and agrees that Customer will be automatically enrolled in W2 Export Service, which allows Customer’s employees to request, through participating online tax preparation provider (“OTPPs”), that earnings information (i.e., information from Form W2 and similar income tax forms) prepared by Provider for the requesting employee be electronically transferred to an OTPP for the purpose of facilitating the completion of the employee’s individual income tax filings. Provider, in its discretion, shall determine participating OTPPs and the earnings information provided through this service. Provider is not responsible for the actions of any OTPP, or an OTPP’s use of earnings information, which shall instead be governed by the relevant OTPP’s privacy policy and terms of use which may exist between the relevant participating employee and OTPP. For the purposes of this Section, participating employees are those Customer employees for whom Provider has prepared an income tax-related document (e.g., a Form W-2), and who have requested through a participating OTPP that tax information be automatically imported from Provider.

On-Demand Pay: As part of the Services, Customer will have access to Pay on Demand (“**Payactiv Services**”) provided by Provider’s third-party provider, PayActiv, Inc (“**PayActiv**”). In order to access any of the services offered by PayActiv, Customer shall execute the PayActiv Program Summary Form. By accessing any of the Payactiv Services, Customer consents to Provider sending the Program Summary Form and the data include there to PayActiv and agrees to comply with the Program Summary Form and the terms and conditions referenced therein.

Labor Law Poster: If Customer subscribes to the Labor Law Poster service, Customer will have access to Poster Elite’s E-Update Service (“**Poster Elite Service**”) provided by Provider’s third-party provider, Elite Business Ventures, Inc. To activate the Labor Law Poster service, Customer must fill out an information request form that will be provided or made available to Customer as part the service. By accessing the Poster Elite Service, Customer consents to Paycor sending information needed to fulfill Customer’s order, including contact and shipping information to Elite Business Ventures, Inc. and agrees to comply with the terms and conditions for the Poster Elite Service located at www.PosterElite.com/eupdate_terms_of_use.

Verification Services: The Work Number service (the “**The Work Number Service**”) is a service that provides subscribing employers with an automated method of providing employment and income verifications to authorized third parties. If Customer subscribes to The Work Number Service, it consents to data transmissions between Provider and the third-party provider, TALX Corporation, a wholly owned subsidiary of Equifax, Inc. and a provider of Equifax Workforce Solutions. By subscribing to The Work Number Services, Customer agrees to allow TALX Corporation to act on the behalf of the Customer when working with an authorized third party (“**Verifier**”) making a request with a federal Fair Credit Reporting Act (“**FCRA**”) permissible purpose to verify employment and/or income information (“**Employment Data**”) in connection with The Work Number Service. The type of Employment Data that may be exchanged under The Work Number Service may be found at <https://www.paycor.com/wp-content/uploads/2021/12/The-Work-Number-Employment-Data-List.pdf>. Customer authorizes Provider to transmit Employment Data entered into Provider software and Payroll Services to TALX Corporation on behalf of Customer in order to furnish TALX Corporation with the data needed to provide The Work Number Service. As the furnisher, Customer further agrees to comply with its obligations as a furnisher as defined in FCRA and as set forth in the NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA which may be found at <https://www.paycor.com/wp-content/uploads/2021/12/The-Work-Number-Notice-to-Furnisher-of-Information.pdf>.